

**Klotz, Susan (Secy-Dal-IP)**

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**From:** Klotz, Susan (Secy-Dal-IP)  
**Sent:** Wednesday, October 18, 2006 4:36 PM  
**To:** rslider@virtualimpact.net; maddogfirm@aol.com  
**Cc:** Buether, Eric W. (Shld-Dal-IP)  
**Subject:** Engagement Letter  
**Attachments:** 101806 Buether to Virtual Impact Productions Engagement.pdf

**Dear Messrs. Slider and Holloman:**

**Attached is an engagement letter regarding the *Tyler Technologies, Inc. v. Virtual Impact Productions, Inc.* matter. If it meets with your approval, please execute page 6 and return to my attention via facsimile.**

**Please call me if you have any questions.**

**Thank you.**

Susie Klotz  
*Administrative Assistant to Eric W. Buether*  
Greenberg Traurig, LLP  
2200 Ross Avenue  
Suite 5200  
Dallas, TX 75201  
214-665-3670 (Direct Phone)  
214-665-3601 (Fax)  
972-467-3350 (Cell)  
KlotzS@gtlaw.com

**EXHIBIT A**

10/27/2006

# Greenberg Traurig

Eric W. Buether  
Tel. (214) 665-3664  
Fax (214) 665-5964  
buether@gtlaw.com

October 18, 2006

## VIA EMAIL

Mr. Robert Slider  
Virtual Impact Productions, Inc.  
607 St. Andrews Drive  
Sarasota, FL 34243

Re: *Engagement of Greenberg Traurig L.L.P.*

Dear Mr. Slider:

Thank you for agreeing to engage us as your attorneys. Greenberg Traurig, L.L.P. ("Greenberg", "we" or "us") appreciates the opportunity to provide legal services to Virtual Impact Productions, Inc., Robert Slider, and Michelle L. Robinson (the "clients" or "you") in connection with the following matter (the "Matter"): *Tyler Technologies, Inc. v. Virtual Impact Productions, Inc.*; United States District Court, Northern District of Texas, Dallas Division; Cause No. 3:06-cv-1693. We certainly want you to know how much we value our relationship with you and will make every effort to satisfy you with prompt, thorough and efficient legal representation.

This letter sets forth the general terms and conditions of our agreement regarding the engagement of Greenberg as your legal counsel for the Matter (the "Agreement"). Incorporated by reference herein as Exhibit A is the attached statement of the firm's "Billing Policies." If the Agreement is acceptable to you, please sign and return a copy to me at your earliest convenience. When you sign this letter, it becomes a contract between you and us. If you have any comments or questions concerning this Agreement or our engagement, please contact either independent counsel or the undersigned to discuss your comments or questions.

1. Clients and Scope of Engagement: Our representation of you, as the Clients, relates only to the Matter, and we have not been asked to represent you in any other legal matters at this time. You can limit or expand the scope of our representation from time to time, but there should be a clear mutual understanding as to any substantial expansion. Unless otherwise agreed in writing, the terms of this Agreement and the attached Billing Policies will also apply to any other matters we agree to handle on your behalf.

ALBANY  
AMSTERDAM  
ATLANTA  
BOCA RATON  
BOSTON  
BRUSSELS\*  
CHICAGO  
DALLAS  
DELAWARE  
DENVER  
FORT LAUDERDALE  
HOUSTON  
LAS VEGAS  
LONDON\*  
LOS ANGELES  
MIAMI  
MILAN\*  
NEW JERSEY  
NEW YORK  
ORANGE COUNTY  
ORLANDO  
PHILADELPHIA  
PHOENIX  
ROME\*  
SACRAMENTO  
SILICON VALLEY  
TALLAHASSEE  
TAMPA  
TOKYO\*  
TYSONS CORNER  
WASHINGTON, D.C.  
WEST PALM BEACH  
ZURICH

\*Strategic Alliance  
Tokyo-Office/Strategic Alliance

Mr. Robert Slider  
October 18, 2006  
Page 2

We will represent the interests of you, as the Clients, in connection with the Matter by providing such representation as is necessary or appropriate in our judgment. Unless expressly agreed in writing, we will only represent you in this Matter and we will neither represent nor create an attorney-client relationship with any related, affiliated or associated persons or entities in connection with the Matter, including without limitation any of your, partners, shareholders, investors, creditors, advisors agents, or employees.

**Please take note that you may have rights under insurance policies that might, under certain conditions, entitle you to a defense or indemnification for your potential losses in the Matter. Greenberg has significant experience in addressing insurance coverage issues and would be pleased to assist you in that regard, subject to our review of potential conflicts. However, unless you have specifically requested our assistance in advising, perfecting or pursuing insurance coverage rights, and we have cleared any conflicts and advised you in writing that we are able to undertake that task, the scope of our retention does not encompass the pursuit of insurance coverage rights.**

You acknowledge that our acceptance of this engagement does not involve an undertaking to represent you or your interests and any matter other than that described above. Furthermore, you acknowledge that our representation does not entail a continuing obligation to advise you concerning subsequent legal developments that might have a bearing on your affairs generally or, after the completion of the Matter to which we are representing you, subsequent legal developments related to or that might have a bearing on the Matter.

2. **Waiver of Conflicts:** We represent a broad base of clients on a variety of legal matters. Accordingly, absent an effective conflicts waiver, conflicts of interest may arise that could adversely affect your ability and the ability of other clients of our firm to choose us as their counsel, thereby precluding us from representing you or them in pending or future matters. Given that possibility, we wish to be fair not only to you, but to our other clients as well. **Accordingly, this letter will confirm our mutual agreement that Greenberg may represent other present or future clients on any matter, other than the Matter that is the subject of this engagement, whether or not on a basis adverse to you or any of your affiliates, including in any litigation, legal or other proceeding or matter, so long as such other matter is not substantially related to our work for you on the Matter, even if those clients' interests are adverse to you in such other matter (referred to herein as "Permitted Adverse Representation"). In furtherance of this mutual agreement, you agree that you will not for yourself or any other party assert our firm's engagement as a basis for disqualifying us from representing any party in a Permitted Adverse Representation or assert any Permitted Adverse Representation as a basis for any claim of breach of duty. For purposes of clarification, Permitted Adverse Representation shall not include any matters or disputes arising against you or your affiliates with respect to the Matter. Moreover, without your further prior written consent, we cannot and will not represent another client adverse to you, if we have obtained confidential information of a nonpublic nature from you as a result of our representation**

Mr. Robert Slider  
October 18, 2006  
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that, if known to the other client, could be used in the other matter by the other client to your material disadvantage. The waivers and agreements in this letter will continue in effect upon the termination of this engagement. In similar engagement letters with many of our other clients, we have asked for similar agreements to further permit our representation of you in connection with the Matter.

3. Professional Fees and Other Charges: Our professional fees will be billed at hourly rates for the attorneys, paralegals and clerks providing the representation for the Matter (exclusive of other charges for expenses). All fees will be charged in accordance with the attached Billing Policies.

We will assign the personnel to the Matter that we believe appropriate to perform the representation contemplated by the Matter. The attorney responsible for the Matter will be Eric Buether, a shareholder whose hourly rate is \$515. Additionally, other attorneys who may be engaged to assist on the Matter, have hourly rates ranging from \$235 to \$400, and paralegals have hourly rates ranging from \$100 to \$155. As we may determine, in our discretion, to be necessary or appropriate, we may involve other attorneys, paralegals and clerks from our Dallas, Texas, office or from our offices in other jurisdictions to assist with the representation for the Matter.

Our professional fees and other charges relating to the Matter are not predictable. At your request, we may furnish estimates of our professional fees and other charges that we anticipate will be incurred over certain periods of time or for certain projects or tasks in connection with the Matter. If at any time we provide you with any estimate of our fees or charges, please note that, because of the complexity involved in providing legal services and the likely occurrence of unanticipated or unforeseeable circumstances involving the Matter, such estimates are by their nature inexact, and, therefore, our actual fees and charges billed are likely to vary from such estimates and may be substantially more than such estimates.

In addition to the fees described above, you will be obligated to pay us for charges and expenses that relate or are incidental to our services for the Matter. Certain charges and expenses may be billed directly to you, and you agree to pay these bills on a timely basis according to their terms. All charges and expenses shall be charged in accordance with the attached Billing Policies.

4. Payment of Fees and Expenses: All fees and costs shall be payable on a monthly basis in accordance with the attached Billing Policies.

(a) Retainer: You have agreed to pay us a retainer of \$7,500.00 for our representation described herein. That amount will be deposited into our client trust account and will be drawn against to compensate us for fees and charges from services rendered and costs incurred. If at any time the retainer is exceeded by our accrued and unpaid fees and charges, then we will provide one or more

Mr. Robert Slider  
October 18, 2006  
Page 4

additional billings that include such excess. We would expect any additional billings to be paid promptly. If a bill is not paid within 30 days, we reserve the right to withdraw as your counsel. After the conclusion of the Matter, any unused portion of the retainer will be refunded to you following the preparation of our final billing statements.

5. Permission to Use Information in Law Firm Marketing: By signing this Agreement, you agree that your name, logo, and a general description of this Matter may be used by Greenberg in its business development efforts and materials. If you do not wish for this information to be used in the manner specified, please draw a line through and initial this paragraph.

6. Clients Cooperation: To enable us to effectively and adequately perform the representation contemplated by the Matter, it is essential that you, as the Clients, and your agents, principals, officers, employees and representatives (collectively, the "Representatives"), furnish us with all relevant information on a timely basis, disclose fully and accurately all facts and keep us informed of all developments relating to the Matter. You will cooperate fully with us and will make the Representatives available to timely review and comment on any documentation, to promptly address and respond to questions, issues, inquiries and requests, and to participate in meetings and conferences in connection with the Matter.

7. Sarbanes-Oxley Duty. Each attorney within our firm is required by recent federal legislation to report any evidence of a material violation of securities laws or breach of fiduciary duty or similar violation by any publicly-held company being represented by us or any agent of such company to the chief legal counsel or the chief legal counsel and the chief executive officer of such company (or the equivalent); and, if such a report is made and these individuals do not respond appropriately to the evidence, our attorneys are required to report the evidence to the audit committee, another committee of independent directors, or the full board of directors of such company. Our attorneys are required to document any such evidence of a material violation, the subsequent report to such publicly-held company, and such company's response. If applicable to the Matter, our firm will retain documentation of such report for a reasonable period of time. You will provide us with written notice of whether the provisions of this paragraph apply to you or any other entity involved in our representation for this Matter.

8. Termination or Withdrawal. Because the attorney-client relationship is a very personal one, you, as the Clients, have the right at any time to terminate this engagement or any portion of this engagement for any reason. We have the same right, consistent with ethical requirements imposed on us by rule or law. If our representation is terminated before the Matter is concluded, we will make reasonable efforts to affect a timely and orderly transfer of your files, at your expense, to whomever you may designate. You will remain responsible for our professional fees and charges existing at the time of and in connection with termination. Upon completion, termination or withdrawal of our firm's representation of you in the Matter, we will



Mr. Robert Slider  
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Page 5

have no further obligation to advise you, as the Clients, with respect to such Matter or with respect to changes in the laws or regulations that could have an impact upon the future rights and liabilities of you or any other party involved in such Matter.

9. No Warranty: Because of the complexity involved in providing legal services and the likely occurrence of unanticipated or unforeseeable circumstances involving the Matter, you acknowledge and agree that we have not provided, and, in the future, we will not be providing, any guarantees or assurances with respect to any outcome or result for you, any amounts realizable or recoverable by you, or any accounting or financial reporting treatment by you, in connection with this Matter.

10. Client Documents: We will maintain all documents furnished to us by you in our client files maintained for the Matter. At the conclusion of the Matter (or earlier, if appropriate), it is your obligation to advise us of any documents in our files that should be returned to you. We may keep copies of such documents to the extent we believe advisable for our records. We will retain any remaining documents and our own files, including lawyer work product, for a certain period of time and ultimately destroy them in accordance with the individual attorney filing and document retention procedures. In the event that our representation is terminated and you have not paid us for all our fees and charges accrued on your behalf to the date of our withdrawal, we may, to the extent permitted by law, assert a retaining lien against any of your documents or files remaining in our possession until such fees and charges are paid.

11. Choice of Law: All of the rights and obligations of Greenberg and you arising under or related to this agreement shall be governed by the laws of the State of Texas, without giving effect to the principles of conflict of laws thereof.

12. Attorneys' Fees: If any controversy, dispute or claim arises out of or relates to our fees, charges, performance of legal services, obligations reflected in this Agreement, or other aspects of our representation, then the prevailing party will be entitled to recover from the losing party all costs and expenses it incurs in bringing and prosecuting and defending any litigation or arbitration, including reasonable attorneys' fees and costs at trial and appeal.

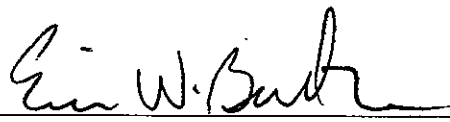
13. Confirmation of Agreement: We encourage you, as the Clients, to consult with other counsel or advisors of your choice regarding our Agreement and engagement for this Matter, and to consider fully the possible implications of our representation on the basis described, including without limitation the foregoing Waiver of Conflicts in section 2 above. If the terms and conditions of this Agreement are acceptable and agreeable to you, please acknowledge your understanding and agreement by signing the "Clients Execution Attachment" that follows and return a complete and signed original of this letter to the undersigned. Upon your execution hereof, this letter Agreement shall control all obligations set forth herein, except as may subsequently be agreed upon in writing. Our engagement under the terms of this agreement will commence upon our receipt of the signed copy of this letter Agreement and your check in the amount of \$7,500.00.

Mr. Robert Slider  
October 18, 2006  
Page 6

We appreciate your confidence in our firm and assure you that we will strive to perform our services in a prompt and efficient manner.

Very truly yours,

**GREENBERG TRAURIG L.L.P.**

By:   
Eric W. Buether  
Shareholder

AGREED AND ACCEPTED:

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Robert Slider, President  
Virtual Impact Productions, Inc.

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Robert Slider  
Individually

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Michelle L. Robinson  
Individually

## **Exhibit A**

### **Greenberg Traurig L.L.P.**

#### **BILLING POLICIES**

##### **Introduction**

We look forward to doing business with you, as the Client. This document outlines our standard billing practices.

##### **Fees**

Our fees are based on the time required to handle the Matter at our individual attorney, paralegal and clerk hourly rates applied to you, as the Client. Our attorney, paralegal and clerk hourly rates applied to you are subject to change at our discretion.

We will charge and bill fees for all time spent representing your interests, including, by way of example, the following: telephone and office conferences with you or your representatives, co-counsel, opposing counsel, fact witnesses, consultants (if any), and others; conferences among our legal and paralegal personnel; participation in discovery; factual investigation; legal research; responding to your requests for us to provide you or your representatives with additional information; responding to your requests to provide information to auditors in connection with reviews or audits of financial statements; preparation of letters, pleadings, and other documents; attendance at depositions, hearings, mediations, closings, trials, or other proceedings or meetings; and travel. Hourly charges for fees are applied to total time devoted to client representation including travel time, when necessary.

##### **Charges and Expenses**

We have established prevailing rates for all charges and expenses that will be incurred during the course of this representation. We believe that our amounts for charges and expenses charged are competitive with similar charges established by comparable law firms. You will be responsible for all such charges and expenses that we incur in the course of this representation and will be responsible for reimbursing us for any actual expenses advanced on your behalf. Our charges and expenses include, but are not limited to, travel, copying, facsimile charges, messenger services, overnight courier services, long distance phone calls, computer research services, secretarial overtime and filing fees. These charges and expenses may also include any sales or service tax that may be applicable.

Greenberg is committed to the pursuit and use of modern computer and communications technology, so as to provide our clients with the benefits and advantages that are derived from technological efficiencies, which, for example, may include a lower amount for charges and expenses through the use of email communications or the firm's extranet access.



### **Expenses of Outside Contractors**

Generally, expenses of outside contractors, such as court reporters, surveyors and title companies, may be directly billed or directed to you, as the Client. It is important to note, that the prompt payment of these charges to outside contractors is essential to our ability to provide timely and efficient service to you in the future, with the assistance of such contractors. If desired, with sufficient expense deposits in advance, we will directly pay the outside contractors. The amount of your retainer and deposit may be increased as circumstances require (for example, at the time of trial), but in any event will be applied to the payment of our final bill or refunded, as applicable.

### **Type of Invoice**

Unless otherwise agreed, we will send you a monthly invoice which reflects the amount of our fees and charges and expenses attributable to the Matters. At your option, the invoice will be either generalized or detailed. The generalized invoice will indicate total fees due for legal work accomplished and the total charges and expenses charged to the file. In the alternative, the invoice will have a detailed backup sheet showing: each attorney that worked on the Matters; the work performed; the time spent on the task; and, the total fee amount due.

### **Payment of Invoices**

Each invoice is payable upon receipt. Any unpaid balance not paid within thirty (30) days of the billing date may incur interest upon such balance at the rate of 1.5% per month (18% per annum); provided that such rate shall not exceed any maximum interest rate under applicable law and such rate shall be reduced without any further action to any lesser maximum interest rate as limited by applicable law. In the event we receive a payment from a client at a time when more than one invoice is outstanding on any one or more Matters for that client, we will apply that payment to any such invoice(s), unless the payment is accompanied by the remittance copy of the invoice(s) being paid or by some other written indication from the client directing how the payment is to be applied. It is the policy of our firm to discontinue representation, in a manner in accordance with the Rules of Professional Responsibility governing the State Bar of Texas, for any client whose account is more than forty-five (45) days in arrears, unless special arrangements are made with Greenberg's executive committee or chief executive officer. Individual attorneys are not authorized to make such arrangements or to waive this policy.

In the event we are ultimately required to bring suit to collect any unpaid fees or costs, you understand and agree that we shall be entitled to the reasonable value of our attorneys' fees and costs.

### **Retainers**

For certain types of matters, our policy is to require that our clients provide us with an initial fee retainer and expense deposit. The exact amount of this retainer and deposit will be agreed to by you, as the Client, and the billing attorney. Unless other arrangements are made, the retainer for legal fees and expenses will be held throughout the engagement and will be applied against payment of the last invoice on the matter or refunded if the account is up to date. The fee retainer and expense deposit will be retained in our trust account, with interest on that account to be paid in accordance with the rules of the Supreme Court of the State of Texas.

### **Different Billing Arrangements**

Individual billing arrangements that differ from these general policies will be discussed and agreed to between you, as the Client, and the billing attorney and will be set forth in the related engagement letter agreement.

### **Attorney's Lien**

To secure payment to Greenberg of all sums due under the related engagement letter agreement for legal services rendered and/or charges and expenses advanced, you hereby authorize us to withdraw sums from our client trust account to pay your billing statements for fees and charges as such sums are billed, and grant us a lien for attorneys' fees and charges on all retainers, escrow accounts, trust accounts, real, personal or intangible property, claims and causes of action subject to our representation of you and the proceeds of any amounts realized or recovery obtained by you.

### **Mutual Right to Terminate Relationship**

Of course, every client has the right to terminate our representation at any time for any reason. We have the same right upon giving you, as the Client, reasonable notice so that suitable arrangements can be made by you to obtain alternative representation, in accordance with the Rules of Professional Responsibility governing the State Bar of Texas. Among the reasons for which we may terminate representation are: (1) nonpayment of our fees, charges or expenses; (2) your failure or refusal to be forthright, cooperative or supportive of our efforts; (3) your misrepresentation of, or failure or refusal to disclose material facts; (4) your failure or refusal to accept our advice; (5) discovery of a conflict with another client of Greenberg, or (6) any other reason permitted or required under the Rules of Professional Responsibility governing the State Bar of Texas.

Subject to any limitations imposed by a court, Greenberg or you may terminate Greenberg's representation upon ten (10) days' written notice. Following termination, we will continue to provide representation in the Matters for a reasonable time, at your request, until arrangements can be made for alternate representation. However, our services will consist of only those necessary to protect your interests and prevent prejudice. Moreover, if substitute counsel has not been located within ten (10) days of the termination of the representation, you nonetheless agree that appropriate papers allowing Greenberg to withdraw may be filed. We will be entitled to be paid for all fees for services rendered and all charges accrued on your behalf to the date of our withdrawal.

### **Questions Regarding Billings**

Any questions regarding our billing policies or our invoices should be immediately directed to the billing attorney or to our Accounting Department.

DAL-FS1\94601v01\99941.506869

**Buether, Eric W. (Shld-Dal-IP)**

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**From:** Gustafson, Cynthia W. (Para-Dal)  
**Sent:** Wednesday, October 25, 2006 4:49 PM  
**To:** Klotz, Susan (Secy-Dal-IP); Buether, Eric W. (Shld-Dal-IP)  
**Subject:** RE: Robert Slider - Virtual Impact/Tyler Tech

I spoke with Robert Slider re status of the engagement agreement and documents.

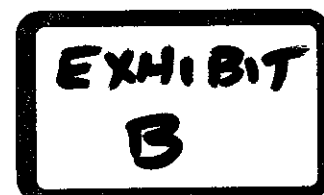
Mr. Slider says he never received the engagement letter and asked that we send it to him again today at [rslider@virtualimpact.net](mailto:rslider@virtualimpact.net) (this is the email Susie has on the vCard). We need to email it to him again today and copy Mr. Charles Holloman via fax 352-351-9217. I asked Mr. Slider to sign the agreement and send it back to us with the \$ 7500.00 check ASAP so that we can respond to Tyler Tech's opposition which is due on Tuesday (10/31/06).

Mr. Slider says he is sending the documents re <sup>redacted</sup> via Fed Ex to us tomorrow for Friday delivery.

Mr. Slider's cell number is 941-525-4250

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**From:** Klotz, Susan (Secy-Dal-IP)  
**Sent:** Wednesday, October 25, 2006 4:36 PM  
**To:** Gustafson, Cynthia W. (Para-Dal)  
**Subject:** FW: Robert Slider



**Gustafson, Cynthia W. (Para-Dal)**

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**From:** Gustafson, Cynthia W. (Para-Dal)  
**Sent:** Wednesday, October 25, 2006 5:01 PM  
**To:** 'rslider@virtualimpact.net'  
**Subject:** Virtual Impact/Tyler Technologies  
**Attachments:** 101806 Buether to Virtual Impact Productions Engagement.pdf

Mr. Slider

Pursuant to our telephone conversation this afternoon, attached is the Greenberg Traurig engagement letter which needs to be executed by you before we can proceed with the litigation in this matter. As I mentioned, Tyler Technologies is opposing our Motion for Extension of Time to Answer. Our reply to their opposition is due next Tuesday (October 31, 2006).

Please sign the engagement agreement and return the signed original to Eric Buether at this address along with a retainer check in the amount of \$ 7500.00 (payable to Greenberg Traurig LLP). Please email or fax me a copy of the signed engagement agreement so we can proceed with the reply.

Also, as we discussed you send the supporting documents to us via Fed Ex for Friday a.m. delivery. If there is a small amount, please feel free to email these documents or fax everything if it is a small amount. You may use my fax number below and I will make sure Mr. Buether receives it all.

Thank you for your attention to this matter. Please feel free to contact me with any questions or concerns.

Cyndee Gustafson  
IP Paralegal  
Greenberg Traurig, LLP  
2200 Ross Avenue  
Suite 5200  
Dallas, TX 75201  
214-665-3654 (Phone)  
214-665-3601 (Direct Fax)  
[GustafsonC@gtlaw.com](mailto:GustafsonC@gtlaw.com)

**EXHIBIT C**

10/27/2006

Case 3:06-cv-01693-P Document 10-2 Filed 10/27/06 Page 13 of 23 PageID 40

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
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TRANSMISSION OK

|                   |                               |
|-------------------|-------------------------------|
| TX/RX NO          | 0822                          |
| RECIPIENT ADDRESS | 41#999941#019426#13523519217# |
| DESTINATION ID    |                               |
| ST. TIME          | 10/25 17:29                   |
| TIME USE          | 02'34                         |
| PAGES SENT        | 10                            |
| RESULT            | OK                            |

**Greenberg  
Traurig****Transmittal Cover Sheet**

**TO:** Charles Holloman  
**COMPANY:** Virtual Impact Productions, Inc.  
**FAX NUMBER:** (352) 351-9217  
**FROM:** Eric W. Buether/ss  
**Phone Number:** (214) 665-3664  
**FILE NUMBER:** 095876.010100

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**COMMENTS:****Re: Virtual Impact v. Tyler Technologies****Date:** 10/25/06**No. Pages Including this cover sheet:** 10**EXHIBIT D****Please notify us immediately if not received properly at (214) 665-3668**

**Greenberg  
Traurig**

**Transmittal Cover Sheet**

**TO:** Charles Holloman  
**COMPANY:** Virtual Impact Productions, Inc.  
**FAX NUMBER:** (352) 351-9217  
**FROM:** Eric W. Buether/ss  
**Phone Number:** (214) 665-3664  
**FILE NUMBER:** 095876.010100

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**COMMENTS:**

**Re: Virtual Impact v. Tyler Technologies**

**Date:** 10/25/06

**No. Pages Including this cover sheet:** 10

**Please notify us immediately if not received properly at (214) 665-3668**

**The information contained in this transmission is attorney privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone collect and return the original message to us at the address below via the U.S. Postal Service. We will reimburse you for your postage. Thank you.**

**2200 Ross Avenue, Suite 5200, Dallas, Texas 75201**



# Greenberg Traurig

Eric W. Buether  
Tel. (214) 665-3664  
Fax (214) 665-5964  
buethere@gtlaw.com

October 18, 2006

## VIA EMAIL

Mr. Robert Slider  
Virtual Impact Productions, Inc.  
607 St. Andrews Drive  
Sarasota, FL 34243

Re: *Engagement of Greenberg Traurig L.L.P.*

Dear Mr. Slider:

Thank you for agreeing to engage us as your attorneys. Greenberg Traurig, L.L.P. ("Greenberg", "we" or "us") appreciates the opportunity to provide legal services to Virtual Impact Productions, Inc., Robert Slider, and Michelle L. Robinson (the "clients" or "you") in connection with the following matter (the "Matter"): *Tyler Technologies, Inc. v. Virtual Impact Productions, Inc.*; United States District Court, Northern District of Texas, Dallas Division; Cause No. 3:06-cv-1693. We certainly want you to know how much we value our relationship with you and will make every effort to satisfy you with prompt, thorough and efficient legal representation.

This letter sets forth the general terms and conditions of our agreement regarding the engagement of Greenberg as your legal counsel for the Matter (the "Agreement"). Incorporated by reference herein as Exhibit A is the attached statement of the firm's "Billing Policies." If the Agreement is acceptable to you, please sign and return a copy to me at your earliest convenience. When you sign this letter, it becomes a contract between you and us. If you have any comments or questions concerning this Agreement or our engagement, please contact either independent counsel or the undersigned to discuss your comments or questions.

1. Clients and Scope of Engagement: Our representation of you, as the Clients, relates only to the Matter, and we have not been asked to represent you in any other legal matters at this time. You can limit or expand the scope of our representation from time to time, but there should be a clear mutual understanding as to any substantial expansion. Unless otherwise agreed in writing, the terms of this Agreement and the attached Billing Policies will also apply to any other matters we agree to handle on your behalf.

ALBANY  
AMSTERDAM  
ATLANTA  
BOCA RATON  
BOSTON  
BRUSSELS\*  
CHICAGO  
DALLAS  
DELAWARE  
DENVER  
FORT LAUDERDALE  
HOUSTON  
LAS VEGAS  
LONDON\*  
LOS ANGELES  
MIAMI  
MILAN\*  
NEW JERSEY  
NEW YORK  
ORANGE COUNTY  
ORLANDO  
PHILADELPHIA  
PHOENIX  
ROME\*  
SACRAMENTO  
SILICON VALLEY  
TALLAHASSEE  
TAMPA  
TOKYO\*  
TYSONS CORNER  
WASHINGTON, D.C.  
WEST PALM BEACH  
ZURICH

\*Strategic Alliance  
Tokyo-Office/Strategic Alliance

Mr. Robert Slider  
October 18, 2006  
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We will represent the interests of you, as the Clients, in connection with the Matter by providing such representation as is necessary or appropriate in our judgment. Unless expressly agreed in writing, we will only represent you in this Matter and we will neither represent nor create an attorney-client relationship with any related, affiliated or associated persons or entities in connection with the Matter, including without limitation any of your, partners, shareholders, investors, creditors, advisors agents, or employees.

**Please take note that you may have rights under insurance policies that might, under certain conditions, entitle you to a defense or indemnification for your potential losses in the Matter. Greenberg has significant experience in addressing insurance coverage issues and would be pleased to assist you in that regard, subject to our review of potential conflicts. However, unless you have specifically requested our assistance in advising, perfecting or pursuing insurance coverage rights, and we have cleared any conflicts and advised you in writing that we are able to undertake that task, the scope of our retention does not encompass the pursuit of insurance coverage rights.**

You acknowledge that our acceptance of this engagement does not involve an undertaking to represent you or your interests and any matter other than that described above. Furthermore, you acknowledge that our representation does not entail a continuing obligation to advise you concerning subsequent legal developments that might have a bearing on your affairs generally or, after the completion of the Matter to which we are representing you, subsequent legal developments related to or that might have a bearing on the Matter.

2. Waiver of Conflicts: We represent a broad base of clients on a variety of legal matters. Accordingly, absent an effective conflicts waiver, conflicts of interest may arise that could adversely affect your ability and the ability of other clients of our firm to choose us as their counsel, thereby precluding us from representing you or them in pending or future matters. Given that possibility, we wish to be fair not only to you, but to our other clients as well. **Accordingly, this letter will confirm our mutual agreement that Greenberg may represent other present or future clients on any matter, other than the Matter that is the subject of this engagement, whether or not on a basis adverse to you or any of your affiliates, including in any litigation, legal or other proceeding or matter, so long as such other matter is not substantially related to our work for you on the Matter, even if those clients' interests are adverse to you in such other matter (referred to herein as "Permitted Adverse Representation"). In furtherance of this mutual agreement, you agree that you will not for yourself or any other party assert our firm's engagement as a basis for disqualifying us from representing any party in a Permitted Adverse Representation or assert any Permitted Adverse Representation as a basis for any claim of breach of duty. For purposes of clarification, Permitted Adverse Representation shall not include any matters or disputes arising against you or your affiliates with respect to the Matter. Moreover, without your further prior written consent, we cannot and will not represent another client adverse to you, if we have obtained confidential information of a nonpublic nature from you as a result of our representation**

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that, if known to the other client, could be used in the other matter by the other client to your material disadvantage. The waivers and agreements in this letter will continue in effect upon the termination of this engagement. In similar engagement letters with many of our other clients, we have asked for similar agreements to further permit our representation of you in connection with the Matter.

3. Professional Fees and Other Charges: Our professional fees will be billed at hourly rates for the attorneys, paralegals and clerks providing the representation for the Matter (exclusive of other charges for expenses). All fees will be charged in accordance with the attached Billing Policies.

We will assign the personnel to the Matter that we believe appropriate to perform the representation contemplated by the Matter. The attorney responsible for the Matter will be Eric Buether, a shareholder whose hourly rate is \$515. Additionally, other attorneys who may be engaged to assist on the Matter, have hourly rates ranging from \$235 to \$400, and paralegals have hourly rates ranging from \$100 to \$155. As we may determine, in our discretion, to be necessary or appropriate, we may involve other attorneys, paralegals and clerks from our Dallas, Texas, office or from our offices in other jurisdictions to assist with the representation for the Matter.

Our professional fees and other charges relating to the Matter are not predictable. At your request, we may furnish estimates of our professional fees and other charges that we anticipate will be incurred over certain periods of time or for certain projects or tasks in connection with the Matter. If at any time we provide you with any estimate of our fees or charges, please note that, because of the complexity involved in providing legal services and the likely occurrence of unanticipated or unforeseeable circumstances involving the Matter, such estimates are by their nature inexact, and, therefore, our actual fees and charges billed are likely to vary from such estimates and may be substantially more than such estimates.

In addition to the fees described above, you will be obligated to pay us for charges and expenses that relate or are incidental to our services for the Matter. Certain charges and expenses may be billed directly to you, and you agree to pay these bills on a timely basis according to their terms. All charges and expenses shall be charged in accordance with the attached Billing Policies.

4. Payment of Fees and Expenses: All fees and costs shall be payable on a monthly basis in accordance with the attached Billing Policies.

(a) Retainer: You have agreed to pay us a retainer of \$7,500.00 for our representation described herein. That amount will be deposited into our client trust account and will be drawn against to compensate us for fees and charges from services rendered and costs incurred. If at any time the retainer is exceeded by our accrued and unpaid fees and charges, then we will provide one or more

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additional billings that include such excess. We would expect any additional billings to be paid promptly. If a bill is not paid within 30 days, we reserve the right to withdraw as your counsel. After the conclusion of the Matter, any unused portion of the retainer will be refunded to you following the preparation of our final billing statements.

5. Permission to Use Information in Law Firm Marketing: By signing this Agreement, you agree that your name, logo, and a general description of this Matter may be used by Greenberg in its business development efforts and materials. If you do not wish for this information to be used in the manner specified, please draw a line through and initial this paragraph.

6. Clients Cooperation: To enable us to effectively and adequately perform the representation contemplated by the Matter, it is essential that you, as the Clients, and your agents, principals, officers, employees and representatives (collectively, the "Representatives"), furnish us with all relevant information on a timely basis, disclose fully and accurately all facts and keep us informed of all developments relating to the Matter. You will cooperate fully with us and will make the Representatives available to timely review and comment on any documentation, to promptly address and respond to questions, issues, inquiries and requests, and to participate in meetings and conferences in connection with the Matter.

7. Sarbanes-Oxley Duty. Each attorney within our firm is required by recent federal legislation to report any evidence of a material violation of securities laws or breach of fiduciary duty or similar violation by any publicly-held company being represented by us or any agent of such company to the chief legal counsel or the chief legal counsel and the chief executive officer of such company (or the equivalent); and, if such a report is made and these individuals do not respond appropriately to the evidence, our attorneys are required to report the evidence to the audit committee, another committee of independent directors, or the full board of directors of such company. Our attorneys are required to document any such evidence of a material violation, the subsequent report to such publicly-held company, and such company's response. If applicable to the Matter, our firm will retain documentation of such report for a reasonable period of time. You will provide us with written notice of whether the provisions of this paragraph apply to you or any other entity involved in our representation for this Matter.

8. Termination or Withdrawal. Because the attorney-client relationship is a very personal one, you, as the Clients, have the right at any time to terminate this engagement or any portion of this engagement for any reason. We have the same right, consistent with ethical requirements imposed on us by rule or law. If our representation is terminated before the Matter is concluded, we will make reasonable efforts to affect a timely and orderly transfer of your files, at your expense, to whomever you may designate. You will remain responsible for our professional fees and charges existing at the time of and in connection with termination. Upon completion, termination or withdrawal of our firm's representation of you in the Matter, we will

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have no further obligation to advise you, as the Clients, with respect to such Matter or with respect to changes in the laws or regulations that could have an impact upon the future rights and liabilities of you or any other party involved in such Matter.

9. No Warranty: Because of the complexity involved in providing legal services and the likely occurrence of unanticipated or unforeseeable circumstances involving the Matter, you acknowledge and agree that we have not provided, and, in the future, we will not be providing, any guarantees or assurances with respect to any outcome or result for you, any amounts realizable or recoverable by you, or any accounting or financial reporting treatment by you, in connection with this Matter.

10. Client Documents: We will maintain all documents furnished to us by you in our client files maintained for the Matter. At the conclusion of the Matter (or earlier, if appropriate), it is your obligation to advise us of any documents in our files that should be returned to you. We may keep copies of such documents to the extent we believe advisable for our records. We will retain any remaining documents and our own files, including lawyer work product, for a certain period of time and ultimately destroy them in accordance with the individual attorney filing and document retention procedures. In the event that our representation is terminated and you have not paid us for all our fees and charges accrued on your behalf to the date of our withdrawal, we may, to the extent permitted by law, assert a retaining lien against any of your documents or files remaining in our possession until such fees and charges are paid.

11. Choice of Law: All of the rights and obligations of Greenberg and you arising under or related to this agreement shall be governed by the laws of the State of Texas, without giving effect to the principles of conflict of laws thereof.

12. Attorneys' Fees: If any controversy, dispute or claim arises out of or relates to our fees, charges, performance of legal services, obligations reflected in this Agreement, or other aspects of our representation, then the prevailing party will be entitled to recover from the losing party all costs and expenses it incurs in bringing and prosecuting and defending any litigation or arbitration, including reasonable attorneys' fees and costs at trial and appeal.

13. Confirmation of Agreement: We encourage you, as the Clients, to consult with other counsel or advisors of your choice regarding our Agreement and engagement for this Matter, and to consider fully the possible implications of our representation on the basis described, including without limitation the foregoing Waiver of Conflicts in section 2 above. If the terms and conditions of this Agreement are acceptable and agreeable to you, please acknowledge your understanding and agreement by signing the "Clients Execution Attachment" that follows and return a complete and signed original of this letter to the undersigned. Upon your execution hereof, this letter Agreement shall control all obligations set forth herein, except as may subsequently be agreed upon in writing. Our engagement under the terms of this agreement will commence upon our receipt of the signed copy of this letter Agreement and your check in the amount of \$7,500.00.

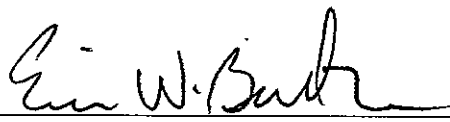


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We appreciate your confidence in our firm and assure you that we will strive to perform our services in a prompt and efficient manner.

Very truly yours,

**GREENBERG TRAURIG L.L.P.**

By:   
Eric W. Buether  
Shareholder

AGREED AND ACCEPTED:

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Robert Slider, President  
Virtual Impact Productions, Inc.

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Robert Slider  
Individually

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Michelle L. Robinson  
Individually



## **Exhibit A**

### **Greenberg Traurig L.L.P.**

## **BILLING POLICIES**

### **Introduction**

We look forward to doing business with you, as the Client. This document outlines our standard billing practices.

### **Fees**

Our fees are based on the time required to handle the Matter at our individual attorney, paralegal and clerk hourly rates applied to you, as the Client. Our attorney, paralegal and clerk hourly rates applied to you are subject to change at our discretion.

We will charge and bill fees for all time spent representing your interests, including, by way of example, the following: telephone and office conferences with you or your representatives, co-counsel, opposing counsel, fact witnesses, consultants (if any), and others; conferences among our legal and paralegal personnel; participation in discovery; factual investigation; legal research; responding to your requests for us to provide you or your representatives with additional information; responding to your requests to provide information to auditors in connection with reviews or audits of financial statements; preparation of letters, pleadings, and other documents; attendance at depositions, hearings, mediations, closings, trials, or other proceedings or meetings; and travel. Hourly charges for fees are applied to total time devoted to client representation including travel time, when necessary.

### **Charges and Expenses**

We have established prevailing rates for all charges and expenses that will be incurred during the course of this representation. We believe that our amounts for charges and expenses charged are competitive with similar charges established by comparable law firms. You will be responsible for all such charges and expenses that we incur in the course of this representation and will be responsible for reimbursing us for any actual expenses advanced on your behalf. Our charges and expenses include, but are not limited to, travel, copying, facsimile charges, messenger services, overnight courier services, long distance phone calls, computer research services, secretarial overtime and filing fees. These charges and expenses may also include any sales or service tax that may be applicable.

Greenberg is committed to the pursuit and use of modern computer and communications technology, so as to provide our clients with the benefits and advantages that are derived from technological efficiencies, which, for example, may include a lower amount for charges and expenses through the use of email communications or the firm's extranet access.

### **Expenses of Outside Contractors**

Generally, expenses of outside contractors, such as court reporters, surveyors and title companies, may be directly billed or directed to you, as the Client. It is important to note, that the prompt payment of these charges to outside contractors is essential to our ability to provide timely and efficient service to you in the future, with the assistance of such contractors. If desired, with sufficient expense deposits in advance, we will directly pay the outside contractors. The amount of your retainer and deposit may be increased as circumstances require (for example, at the time of trial), but in any event will be applied to the payment of our final bill or refunded, as applicable.

### **Type of Invoice**

Unless otherwise agreed, we will send you a monthly invoice which reflects the amount of our fees and charges and expenses attributable to the Matters. At your option, the invoice will be either generalized or detailed. The generalized invoice will indicate total fees due for legal work accomplished and the total charges and expenses charged to the file. In the alternative, the invoice will have a detailed backup sheet showing: each attorney that worked on the Matters; the work performed; the time spent on the task; and, the total fee amount due.

### **Payment of Invoices**

Each invoice is payable upon receipt. Any unpaid balance not paid within thirty (30) days of the billing date may incur interest upon such balance at the rate of 1.5% per month (18% per annum); provided that such rate shall not exceed any maximum interest rate under applicable law and such rate shall be reduced without any further action to any lesser maximum interest rate as limited by applicable law. In the event we receive a payment from a client at a time when more than one invoice is outstanding on any one or more Matters for that client, we will apply that payment to any such invoice(s), unless the payment is accompanied by the remittance copy of the invoice(s) being paid or by some other written indication from the client directing how the payment is to be applied. It is the policy of our firm to discontinue representation, in a manner in accordance with the Rules of Professional Responsibility governing the State Bar of Texas, for any client whose account is more than forty-five (45) days in arrears, unless special arrangements are made with Greenberg's executive committee or chief executive officer. Individual attorneys are not authorized to make such arrangements or to waive this policy.

In the event we are ultimately required to bring suit to collect any unpaid fees or costs, you understand and agree that we shall be entitled to the reasonable value of our attorneys' fees and costs.

### **Retainers**

For certain types of matters, our policy is to require that our clients provide us with an initial fee retainer and expense deposit. The exact amount of this retainer and deposit will be agreed to by you, as the Client, and the billing attorney. Unless other arrangements are made, the retainer for legal fees and expenses will be held throughout the engagement and will be applied against payment of the last invoice on the matter or refunded if the account is up to date. The fee retainer and expense deposit will be retained in our trust account, with interest on that account to be paid in accordance with the rules of the Supreme Court of the State of Texas.

### **Different Billing Arrangements**

Individual billing arrangements that differ from these general policies will be discussed and agreed to between you, as the Client, and the billing attorney and will be set forth in the related engagement letter agreement.

### **Attorney's Lien**

To secure payment to Greenberg of all sums due under the related engagement letter agreement for legal services rendered and/or charges and expenses advanced, you hereby authorize us to withdraw sums from our client trust account to pay your billing statements for fees and charges as such sums are billed, and grant us a lien for attorneys' fees and charges on all retainers, escrow accounts, trust accounts, real, personal or intangible property, claims and causes of action subject to our representation of you and the proceeds of any amounts realized or recovery obtained by you.

### **Mutual Right to Terminate Relationship**

Of course, every client has the right to terminate our representation at any time for any reason. We have the same right upon giving you, as the Client, reasonable notice so that suitable arrangements can be made by you to obtain alternative representation, in accordance with the Rules of Professional Responsibility governing the State Bar of Texas. Among the reasons for which we may terminate representation are: (1) nonpayment of our fees, charges or expenses; (2) your failure or refusal to be forthright, cooperative or supportive of our efforts; (3) your misrepresentation of, or failure or refusal to disclose material facts; (4) your failure or refusal to accept our advice; (5) discovery of a conflict with another client of Greenberg, or (6) any other reason permitted or required under the Rules of Professional Responsibility governing the State Bar of Texas.

Subject to any limitations imposed by a court, Greenberg or you may terminate Greenberg's representation upon ten (10) days' written notice. Following termination, we will continue to provide representation in the Matters for a reasonable time, at your request, until arrangements can be made for alternate representation. However, our services will consist of only those necessary to protect your interests and prevent prejudice. Moreover, if substitute counsel has not been located within ten (10) days of the termination of the representation, you nonetheless agree that appropriate papers allowing Greenberg to withdraw may be filed. We will be entitled to be paid for all fees for services rendered and all charges accrued on your behalf to the date of our withdrawal.

### **Questions Regarding Billings**

Any questions regarding our billing policies or our invoices should be immediately directed to the billing attorney or to our Accounting Department.

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